

REQUEST FOR PROPOSALS

SUPERIOR COURT OF CALIFORNIA COUNTY OF TULARE

REGARDING:

RFP 54-1028 For Forms Management

PROPOSALS DUE:

JULY 14, 2017 NO LATER THAN 3:00 P.M. PACIFIC TIME

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1.0 BACKGROUND INFORMATION

The Superior Court of California, County of Tulare (Court) is requesting proposals from highly qualified vendors with expertise in providing printing and mailings services of standardized Jury Summonses and Traffic Courtesy Notices as well as other court forms.

The Court has a need for a Contractor to print and mail standardized Jury Summonses, Traffic Courtesy Notices and other courts statements and notices. The Court issues approximately 150,000 Jury Summonses, 35,000 Traffic Courtesy Notices and 130,000 Statements and Late Notices annually. The Contractor will need to perform related programming and composition work as well as address data processing and reporting services as directed by Court. The printing and mailing of Jury Summonses and Traffic Courtesy Notices is an essential and important Court responsibility. It is therefore critical that the Contractor perform the work described in this Request for Proposal (RFP) in an accurate and timely manner.

The Court intends to award a contract to a vendor that is able to provide requested services, as further described in Section 2 of this RFP. Proposed services shall be for an initial term of three years, with an option to renew for two (2) additional one-year terms. The Contract may be renewed with the agreement of both parties. The court makes no guarantee of any minimum dollar amount to be paid under any awarded contract as part of this RFP.

The Court may award or reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further may split the award between separate vendors. The Court also may make no award and may modify or cancel, in whole or in part, this RFP.

2.0 DESCRIPTION OF SERVICES AND DELIVERABLES

The Court seeks the services of a person or entity with expertise in managing the printing and mailing of several different court forms, the technology to receive the data electronically and the facilities and equipment necessary to complete the work accurately and timely.

1. Proposer shall be responsible for all programming and automation services necessary to read, interpret, and process all Court-delivered data files under this statement of work.
2. Proposer shall ensure first pass readability of printed barcodes by Court scanning equipment and shall guarantee a rejection rate of no more than 1% per 100 scanned barcodes.

3. Quality control measures must be inherent in the process. Proposer must certify that services are provided using fully automated production processes that are capable of tracking each individual mail piece through the printing, inserting, and mailing processes. Duplicated, missing and misprinted documents and inserts and other errors must be identified and remedied before mailing. **Mail must be delivered to the USPS one day after receiving the file.**
4. Proposer shall provide Court access to a secured File Transfer Protocol ("FTP") server (IP address, username/password and directory) for transmitting and receiving data files required under this SOW.
5. The Court will provide the successful proposer with the data required to produce each type of notice. The accuracy of these notices is critical, and the timing associated with the printing and mailing of these notices is vital.
6. Proposer shall ensure its processes include quality control measures to ensure notices are produced in an accurate and timely manner.
7. Proposer shall print and mail notices according to the specifications provided by Court. Court reserves the right to make modifications to Jury Summonses and Traffic Notices. Proposer shall have the ability to make modifications to notices as directed by the Court. The Proposer shall have experience in custom form design in order to make these changes effectively.
8. Proposer shall perform all necessary programming services to enable generating the notices from the Court provided data files in accordance with the specifications provided by the Court, but not limited to, determining the appropriate type of notices to generate based on the file type and data within the file. Additionally, Proposer shall work with the Court to determine the final notice layout including, but not limited to, the placement of data, bar coding, conditional text, boilerplate text, Court logo or Court/State seal, and text typeface and point size.
9. The Proposer shall have experience in mail design to ensure postal compliance and to achieve the lowest discounted postage rate possible for the court. The Proposer must take advantage of all available sorting, coding, bar-coding, and bundling operations permitted by the U.S. Postal Service ("USPS") to reduce the cost of mailing (e.g., CASS (Coding Accuracy Support Software), USPS barcoding, etc.). The Court requires the lowest First Class rate possible. The Court will consider an invoicing mechanism to cover the cost of postage.
10. The Proposer shall be able to apply the NCOA (National Change of Address)

process to the data file received by the Court in order to provide the most current address on the weekly Jury Summons file. The Proposer must also be able to transmit any changes back to the Court in an appropriate format in order for the Court to update its juror management system with the updated addresses each week.

11. Court desires the lowest bulk discounted postage rate possible. As such, Proposer shall submit for Court approval, one or more processes for achieving the lowest bulk discounted postage rate. The Proposer is responsible for staying abreast of USPS bulk mailing requirements and ensuring ongoing compliance of its processes. Additionally, Proposer shall notify Court, in a timely manner, of any changes to the Court-approved processes that would be required to continue to receiving the associated discounted postage rate.
12. Errors not remedied by Proposer's quality control, involving 100 or more pieces from a single mailing, will incur a penalty credit in favor of the Court in the amount of \$.10 per piece plus the cost of postage and printing of each notice. This will include client correspondence mailed after the target mailing date.
13. To protect the privacy of individuals and integrity of the information database, Proposer shall not transfer across a country border any of the data or information provided by Court or contained in the database unless Proposer has obtained the Court's prior written consent, and Proposer will be required to establish data maintenance procedures comparable to the processing and storage of financial transactions. Proposer shall establish data back-up systems and emergency processes related to loss of incapacitation of hardware and software systems and production facilities.

3.0 Technical Specifications for Forms Management & Methodology

Specific elements to be addressed in the technical proposal include:

1. A detailed operational plan for fulfilling the forms management requirements identified in the RFP
2. A description of how adequate quantities of high quality forms will be maintained at the vendor's location and how the Proposer will guarantee no "stock outs" occur in any of the required forms. Proposals should also indicate how the Proposer will be sensitive to form requirement changes when establishing inventory quantities
3. A plan for dealing with an emergency situation where a form needs to be created, printed, and provided immediately
4. A description of how orders will be processed, including: receiving orders from

Court departments, handling of proofs, packaging of printed items, and delivery system. Proposals should also indicate whether the Proposer has the capability for on-line ordering and customer proofing from various locations throughout the Court, as well as capabilities for fax/e-mail ordering and proofing. No minimum delivery estimate is stated in this RFP

5. A plan for updating forms whenever requested by Court end users, normally occurring when forms are reordered from the manufacturer, or whenever revisions are necessary due to changes in the law, whichever occurs first. Also, a plan for analyzing each form for performance by the vendor at time of contract start up, presenting recommendations for updating or revising to the Court, if appropriate. The Proposer will assume no camera ready artwork is available for any form
6. A plan for adding new forms or deleting obsolete forms
7. A description of utilization of recycled materials
8. A description of delivery timelines for both regular deliveries and rush deliveries
9. A plan to assume control of the existing forms inventory currently on hand at the present Contractor's warehouse. A clear timeline regarding how long it will take to print and deliver the first batch of forms.
10. A plan for measuring and monitoring the performance of the Forms Management Contract. The plan shall measure and monitor the cost savings, increased efficiency, and the integration of new technology and electronic solutions
11. A plan for handling a quick turnaround (within 48 hours) electronic media mail service. The Court will provide the Proposer names and addresses electronically on a weekly basis for submission to a mail house for printing, stuffing and mailing (including postage).
12. Location of warehouse facility and number of vehicles and drivers available for delivery. Indicate Proposer's capability to provide delivery to the Visalia and Porterville court locations in Tulare County
13. Proposers must submit samples with their proposals of a jury summons and the traffic courtesy notices in order for the court to determine proposer's responsiveness to this RFP's technical requirements. Samples similar in content and specifications to these requirements are acceptable.
14. Description of billing methods

4.0 TIMELINE FOR THIS RFP

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

EVENT	DATE
RFP issued	<i>May 31, 2017</i>
Deadline for questions	<i>June 28, 2017</i>
Questions and answers posted	<i>June 29, 2017</i>
Latest date and time proposal may be submitted	<i>Friday July 14, 2017 3:00 PM PST</i>
Notice of Intent to Award (<i>estimate only</i>)	<i>July 30, 2017</i>
Negotiations and execution of contract (<i>estimate only</i>)	<i>August 1, 2017</i>
Contract start date (<i>estimate only</i>)	<i>September 1, 2017</i>
Contract end date (<i>estimate only</i>)	<i>August 31, 2020</i>

5.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
Attachment 2: Court Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Court Standard Form agreement containing these terms and conditions (the “Terms and Conditions”).
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed certification with its proposal.
Attachment 5: Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 6: Court Locations	Delivery of court forms to court locations.
Attachment 7: Jury Summons	Description of print to mail service provided for Jury Summons.
Attachment 8: Other forms for mailing	Description of print to mail service provided for other court forms.
Attachment 9: Cost Proposal	To be filled out and submitted separately from the technical proposal.

6.0 PAYMENT INFORMATION

1. **Invoicing.** Proposer shall submit invoices to the Court in arrears. Proposer’s invoices must include information and supporting documentation, including a workload report in the form the Court may specify. Proposer shall adhere to reasonable billing guidelines issued by the Court.

2. **Acceptance; Payment.** All goods, services, and deliverables are subject to written acceptance by the Court. The Court may reject any goods, services or deliverables that (i) fail to meet applicable requirements or acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late. Payment does not imply acceptance of Proposer's invoice, goods, services, or deliverables. Proposer shall immediately refund any payment made in error.
3. **Payment.** Payment for invoices shall be due by Court to Proposer within 30 days of receipt of an invoice by Proposer setting forth in detail the services performed under the contract. Proposer shall not be entitled to reimbursement of any expenses incurred in connection with the performance of this contract.
4. **Availability of Funds.** The Court's obligation to compensate Proposer is subject to the availability of funds. The Court shall notify Proposer if funds become unavailable or limited during the Term.

7.0 SUBMISSION OF PROPOSALS

1. Proposals should provide concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.
2. The Proposer must submit its proposal in two parts, the technical proposal and the cost proposal.
 - A. The Proposer must submit **one (1) original and one (1) electronic copy** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the sealed envelope.
 - B. The Proposer must submit **one (1) original** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal must be submitted to the Court in a single sealed envelope, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.
3. Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

Superior Court of California County of Tulare
Attn: Nocona Soboleski
Court Financial Officer
221 S Mooney Blvd Room 303
Visalia, CA, 93291

nsoboleski@tulare.courts.ca.gov

4. Late proposals will not be accepted.

8.0 PROPOSALS CONTENTS

The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

1. Proposer's name, address, telephone and fax numbers, and federal tax identification number. Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
2. Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
3. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
4. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar services. The Court may check references listed by Proposer.
5. Proposed method to complete the work.
 - A. Working/Project Plan (including staffing)
 - B. Processing of Orders (receiving orders, handling of proofs, packaging, and delivery)
 - C. Delivery Timelines (timelines for regular weekly deliveries and rush deliveries with ability to deal with emergencies)
 - D. Customer Service: Assignment of a dedicated sales representative, ease of ordering, inventory levels monitored and ordering recommended at appropriate times to prevent "stock outs".
 - E. Vendor's Qualifications/Experience (including company history, references and financial capability)
 - F. If Applicable: Electronic Media Mail Service Plan (includes printing, stuffing and mailing with postage)
 - G. Ability to make delivery to all required locations as indicated in Attachment 6.

- H. Transition Plan (assuming control of existing inventory at warehouse). A plan to assume control of the existing forms inventory currently on hand at the present Contractor's warehouse. A clear timeline regarding how long it will take to print and deliver the first batch of forms.
 - I. Description of Billing Methods, Reports, usage reports including inventory levels.
 - J. Acceptance of the Terms and Conditions. On Attachment 3, the Proposer must either indicate acceptance of the Terms and Conditions or clearly identify exceptions to the Terms and Conditions. An "exception" includes any addition, deletion, or other modification.
 - K. If exceptions are identified, the Proposer must also submit a red-lined version of the Terms and Conditions that clearly tracks proposed changes, and a written explanation or rationale for each exception and/or proposed change.
6. Certifications, Attachments, and other requirements that must be included in the proposal:
- A. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities.
 - B. Proposer must complete the Darfur Contracting Act Certification (Attachment 4) and submit the completed certification with its proposal.
 - C. If Proposer is a corporation, limited liability company, or limited partnership, proof that Proposer is in good standing and qualified to conduct business in California.
 - D. Copies of current business licenses, professional certifications, or other credentials.
 - E. Proof of financial solvency or stability (e.g., balance sheets and income statements for the last 3 years).

9.0 COST PROPOSAL

The following information must be included in the cost proposal.

- A. Complete Attachment 9, Forms Management Cost Proposal.
- B. All forms listed in Attachment 9 have been scanned and are included with RFP for visual description and assistance with completing Cost Proposal Attachment

- C. Hardcopy sample forms may be mailed out to Proposers upon request. E-mail requests for hardcopy samples to: nsoboleski@tulare.courts.ca.gov

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

10.0 OFFER PERIOD

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

11.0 EVALUATION OF PROPOSALS

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The Court will evaluate the proposals on a 150 point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post the intent to award notice at <http://www.tularesuperiorcourt.ca.gov>, Procurement, Intent to Award.

CRITERION	MAXIMUM NUMBER OF POINTS
Working/Project Plan (including staffing)	15
Processing of Orders (receiving orders, handling of proofs, packaging, and delivery)	15
Delivery Timelines (timelines for regular weekly deliveries and rush deliveries and ability to deal with emergencies)	15
Customer Service: Assignment of a dedicated sales representative, ease of ordering, inventory levels monitored and ordering recommended at appropriate times to prevent "stock outs".	15
Cost Proposal	35
Vendor's Qualifications/Experience (including company history, references and financial	15

capability)	
If Applicable: Electronic Media Mail Service Plan (includes printing, stuffing and mailing with postage)	15
Ability to Make Delivery to All Required Locations (including Porterville)	10
Transition Plan (assuming control of existing inventory at warehouse). A clear timeline regarding how long it will take to print and deliver the first batch of forms.	10
Description of Billing Methods, Reports, usage reports including inventory levels.	5

12.0 INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

13.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each proposal will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rule of Court, which governs public access to judicial administrative records (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid=rule10_500).

If information submitted in a proposal contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is **not** exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

Notwithstanding the above, the California Public Contract Code requires the public inspection of certain proposals. If required to do so by the Public Contract Code, a Court

may disclose all information contained in a proposal, including information marked as confidential or proprietary.

14.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

The Court has waived the inclusion of DVBE participation in this solicitation.

15.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

Superior Court of California County of Tulare
Attn: Michelle Martinez
Assistant Court Executive Officer
221 S Mooney Blvd Room 303
Visalia, CA 93291

**ATTACHMENT 1
ADMINISTRATIVE RULES GOVERNING RFPS
(NON-IT SERVICES)**

**1. COMMUNICATIONS WITH THE JUDICIAL BRANCH ENTITY (“COURT”)
REGARDING THE RFP**

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to TCSCRFP@tulare.Courts.ca.gov (the “Solicitations Mailbox”). Proposers must include the RFP Number in subject line of any communication.

2. QUESTIONS REGARDING THE RFP

Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer’s reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the COURT’s responses will be made available prior to the proposal due date and time.

3. ERRORS IN THE RFP

- A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the COURT via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the COURT may modify the RFP before the proposal due date and time by releasing an addendum to the solicitation.
- B. If a Proposer fails to notify the COURT of an error in the RFP known to the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFP, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

4. ADDENDA

- A. The COURT may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum in the procurement section of the courts website at www.tularesuperiorcourt.ca.gov . It is each Proposer's responsibility to inform itself of any addendum prior to its submission of a proposal.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the COURT via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

5. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the COURT in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the COURT no later than the proposal due date and time listed in the timeline of the RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed in the timeline of the RFP.

6. ERRORS IN THE PROPOSAL

If errors are found in a proposal, the COURT may reject the proposal; however, the COURT may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the Proposer (if selected for the award of the agreement), the Proposer will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

7. RIGHT TO REJECT PROPOSALS

- A. Before the proposal due date and time listed in the timeline of the RFP, the COURT may cancel the RFP for any or no reason. After the proposal due date and time listed in the timeline of the RFP, the COURT may reject all proposals and cancel the RFP if the COURT determines that: (i) the proposals received do not reflect effective competition; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the COURT.
- B. The COURT may or may not waive an immaterial deviation or defect in a proposal. The COURT's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the COURT reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with

individual Proposers if it is deemed in the COURT's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.

- C. The COURT reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the COURT or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any COURT personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any COURT personnel or consultants may be cause for rejection of the Proposer's proposal.

8. EVALUATION PROCESS

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the COURT's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the COURT may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two COURT employees. The COURT will provide notice of the date and time of the coin toss to the affected Proposers, who may attend the coin toss at their own expense.

9. DISPOSITION OF MATERIALS

All materials submitted in response to the RFP will become the property of the COURT and will be returned only at the COURT's option and at the expense of the Proposer submitting the proposal.

10. PAYMENT

- A. Payment terms will be specified in any agreement that may ensue as a result of the RFP.
- B. **THE COURT DOES NOT MAKE ADVANCE PAYMENT FOR SERVICES.** Payment is normally made based upon completion of tasks as provided in the agreement between the COURT and the selected Proposer.

11. AWARD AND EXECUTION OF AGREEMENT

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the COURT.
- B. A Proposer submitting a proposal must be prepared to use a standard COURT contract form rather than its own contract form.
- C. The COURT will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of a contract.
- D. Upon award of the agreement, the agreement shall be signed by the Proposer in two original contract counterparts and returned, along with the required attachments, to the COURT no later than ten (10) business days of receipt of agreement form or prior to the end of June if award is at fiscal year-end. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

12. FAILURE TO EXECUTE THE AGREEMENT

The period for execution set forth in Section 11 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the COURT may award the agreement to the next qualified Proposer.

13. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of Michelle Martinez, Assistant Court Executive Officer.

14. ANTI-TRUST CLAIMS

- A. In submitting a proposal to the COURT, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the COURT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Proposer for sale to the COURT pursuant to the proposal. Such assignment shall be made and become effective at the time the COURT tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the COURT receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon

demand, recover from the COURT any portion of the recovery, including treble damages, attributable to overcharges that were paid.

- C. Upon demand in writing by the Proposer, the COURT shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the COURT has not been injured thereby, or (b) the COURT declines to file a court action for the cause of action. (See Government Code section 4554.)

15. AMERICANS WITH DISABILITIES ACT

The COURT complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to Danette Borba.

ATTACHMENT 2
COURT STANDARD TERMS AND CONDITIONS

PAYMENT PROVISIONS

- 1. General.** Subject to the terms of this Agreement, Contractor shall invoice the Court, and the Court shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the Court shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
- 2. Compensation for Services.**
 - 2.1 Withholding.** When making a payment tied to the acceptance of Deliverables, the Court shall have the right to withhold fifteen percent (15%) of each such payment until the Court accepts the final Deliverable.
 - 2.2 No Advance Payment.** The Court will not make any advance payment for Services.
- 3. Invoicing and Payment**
 - 3.1 Invoicing.** Contractor shall submit invoices to the Court in arrears no more frequently than monthly. All invoices will be sent to the address listed below. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (i) the Agreement number, (ii) Vendor's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the Services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Contractor shall adhere to reasonable billing guidelines issued by the Court from time to time.

Superior Court of Tulare County
Attention: Accounts Payable
221 S. Mooney Blvd., Rm 303
Visalia, CA 93291
 - 3.2 Payment.** The Court will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Services or Deliverables, in accordance with the terms of this Agreement. Payment is due thirty (30) days from receipt of a correct, itemized invoice.
 - (A)** Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations under this Agreement.
 - (B)** Amounts owed to the Court due to rejections of Services or Deliverables or discrepancies in an invoice will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment by the Court. The Court has the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court pursuant to this Agreement or any other transaction or occurrence.
 - 3.3 No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The Court shall have the right at any time to set off any amount owing from Contractor to the Court against any amount payable by the Court to Contractor under this Agreement.
- 4. Taxes.** Unless otherwise required by law, the Court is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The Court shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the Court pursuant to this Agreement.

GENERAL PROVISIONS

1.0 Provisions Applicable to Services

- 1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If the Court is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel.
- 1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
- 1.3 Background Checks.** Contractor shall cooperate with the Court if the Court wishes to perform any background checks on Contractor's personnel by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the Court of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the Court and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the Court: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the Court, the Court advises Contractor that the person is unacceptable to the Court.

2.0 Contractor Certification Clauses. Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the Court if any representation and warranty becomes untrue. Contractor represents and warrants as follows:

- 2.1 Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor's signatory has authority to bind Contractor to this Agreement.
- 2.2 Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the Court.
- 2.3 No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
- 2.4 No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- 2.5 No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor's other contracts.
- 2.6 No Litigation.** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor's ability to perform the Services.
- 2.7 Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor's business and services.
- 2.8 Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
- 2.9 No Harassment.** Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

- 2.10 Noninfringement.** The Services, Deliverables, and Contractor's performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.
- 2.11 Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.
- 2.12 National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

3.0 Insurance

3.1 General Requirements for Contractor's insurance that is required during the term of the Agreement:

- A.** Contractor shall maintain the required insurance for its operations with an insurance company or companies that are rated "A- VII" or higher by A.M. Best's key rating guide and authorized to do business in the State of California. If Contractor is a public agency, the insurance may be provided through a joint power authority formed for the purpose of jointly self-insuring the cost of claims and insurance costs.
- B.** For all insurance policies required by this section 3.0, Contractor shall declare any deductible or self-insured retention (SIR). Any deductible or SIR shall be clearly stated on the appropriate certificate of insurance.
- C.** If self-insured, Contractor agrees to administer its self-insurance program in a commercially reasonable manner to ensure the availability of funds to cover losses required to be insured under the terms of this section 3.0.
- D.** Contractor, prior to commencement of the Services, shall provide the Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to the Court, as evidence that the required insurance is in effect. Where applicable, each certificate of insurance and signed insurance policy endorsement shall specifically provide verification that the State of California, the Judicial Council of California, and the Superior Court of California, County of Tulare, and their respective elected and appointed officials, judges, officers, and employees have been added as additional insureds on the insurance policy being referenced.
- E.** The Certificates of Insurance shall be addressed as follows:
- Superior Court of Tulare County
Attention: Accounts Payable
221 S. Mooney Blvd., Rm 303
Visalia, CA 93291**
- F.** All insurance policies required under this section 3.0 shall be in force until the end of the term of this Agreement or completion of the Services, whichever comes later.
- G.** If the insurance expires during the term of the Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsements, or Contractor may be declared in breach of this Agreement. The Court reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the Court. Contractor must provide renewal insurance certificates and signed

policy endorsements to the Court at least ten (10) days following the expiration of the previous insurance certificates and signed policy endorsements.

- H. In the event Contractor fails to keep in effect the specified insurance coverage, the Court may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- I. The Commercial General Liability and Automobile Liability insurance required by the “Insurance Requirements” herein below, as well as any Excess/Umbrella Liability insurance that Contractor maintains in compliance with the terms of this section 3.0 shall be endorsed to include the State of California, the Judicial Council of California, and the Superior Court of California, County of Tulare, and their respective elected and appointed officials, judges, officers, and employees as additional insureds, but only with respect to liability assumed by Contractor under the terms of this Agreement or liability arising out of performance of the Services.
- J. Contractor, and any insurer (by policy endorsement) providing insurance required under the terms of this section 3.0, shall waive any right of recovery or subrogation it may have against the State of California, the Judicial Council of California, and the Superior Court of California, County of Tulare, and their respective elected and appointed officials, judges, officers, and employees for direct physical loss or damage to the work, or for any liability arising out of the Services performed by Contractor under this Agreement.
- K. All insurance policies required under this section 3.0 shall contain a provision that coverage will not be materially changed or cancelled without thirty (30) days’ prior written notice to the Court. Notice to the Court of cancellation or material change is the responsibility of the Contractor.
- L. Contractor shall be responsible for and may not recover from the State of California, the Judicial Council of California, or the Superior Court of California, County of Tulare any deductible or self-insured retention that is connected to the insurance required under this section 3.0.
- M. The insurance required under this section 3.0 shall be endorsed to be primary and non-contributing with any insurance or self-insurance maintained by the State of California, the Judicial Council of California, or the Superior Court of California, County of Tulare.
- N. The cost of all insurance required by this section 3.0 is the sole responsibility of Contractor, and is a component part of Contractor’s agreed compensation.
- O. Contractor shall require insurance from subcontractors and their sub-subcontractors with substantially the same terms and conditions as required of Contractor under “Insurance Requirements” herein below and with limits of liability, which in the opinion of Contractor are sufficient to protect the interests of Contractor, State of California, the Judicial Council of California, and the Superior Court of California County of Tulare.

3.2 Insurance Requirements: From the beginning of the performance of the Services, the Contractor shall maintain, at a minimum and in full force and effect, the following insurance:

- A. **Commercial General Liability:** Commercial General Liability insurance (and if required Excess/Umbrella Liability insurance) for all of its operations written on an occurrence form with limits of not less than \$1 million per occurrence and a \$1 million annual aggregate limit of liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. The policy shall not include exclusion for loss resulting from explosion, collapse, or underground perils. This insurance shall apply separately to each insured against whom a claim is made or lawsuit is brought subject to the insurance policy limit of liability.
- B. **Commercial Automobile Liability:** If one or more automobiles is used in the performance of the Services, Commercial Automobile Liability insurance covering liability arising out of the operation, use, loading, or unloading of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with the Services, with limits of not less than \$1 million combined single limit per accident.
- C. **Workers’ Compensation and Employers Liability:** Statutory Workers’ Compensation insurance for all of the employees who are engaged in the Services, including special coverage extensions

where applicable and Employers Liability insurance with limits not less than \$500,000 for each accident, \$500,000 as the aggregate disease policy limit, and \$500,000 as the disease limit for each employee.

- D. Commercial Crime Insurance:** Commercial Crime insurance endorsed to cover loss of money, securities, or other property, with intrinsic value, belonging to the Court, if the loss is the result of the dishonest acts of Contractor or its employees, whether acting alone or in collusion with others. The policy shall provide limits of not less than \$100,000 per occurrence.

4.0 Indemnity. Contractor will defend (with counsel satisfactory to the Court or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with (i) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (ii) a breach of a representation, warranty, or other provision of this Agreement, and (iii) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement, and acceptance of any Services or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the Court's prior written consent, which consent shall not be unreasonably withheld; and the Court shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.

5.0 Option Term. Unless section 2 of the Coversheet indicates that an Option Term is not applicable, the Court may, at its sole option, extend this Agreement for a single one-year term, at the end of which Option Term this Agreement shall expire. In order to exercise this Option Term, the Court must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term. The exercise of an Option Term will be effective without Contractor's signature.

6.0 Tax Delinquency. Contractor must provide notice to the Court immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The Court may terminate this Agreement immediately "for cause" pursuant to section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

7.0 Termination

- 7.1 Termination for Convenience.** The Court may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the Court, Contractor shall immediately stop Services as specified in the Notice.
- 7.2 Termination for Cause.** The Court may terminate this Agreement, in whole or in part, immediately "for cause" if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the Court, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
- 7.3 Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
- 7.4 Termination for Changes in Budget or Law.** The Court's payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The Court may terminate this Agreement or limit Contractor's

Services (and reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the Court if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the Court determines that Contractor's performance under this Agreement has become infeasible due to changes in applicable laws.

7.5 Rights and Remedies of the Court.

- A. *Nonexclusive Remedies.*** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the Court immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the Court may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the Court's right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
- B. *Replacement.*** If the Court terminates this Agreement in whole or in part for cause, the Court may acquire from third parties, under the terms and in the manner the Court considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the Court for any excess costs for those goods or services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the Court for such goods and services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the Court. Contractor shall continue any Services not terminated hereunder.
- C. *Delivery of Materials.*** In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the Court with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any Court-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the Court shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the Court's termination is not for cause, the Court shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the Court's termination Notice.

- 7.6 Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.

- 8.0 Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the Court. Consent may be withheld for any reason or no reason. The Court may withdraw its approval of a subcontractor if the Court determines in good faith that the subcontractor is, or will be, unable to effectively perform its responsibilities. If the Court rejects any proposed subcontractor in writing, Contractor will assume the proposed subcontractor's responsibilities. No subcontracting shall release Contractor from its responsibility for performance of its obligations under this Agreement. Contractor shall remain fully responsible for the performance of subcontractors hereunder, including, without limitation, all work and activities of subcontractors providing Services to Contractor in connection with performance of this Agreement. Contractor shall be the sole point of contact with subcontractors under this Agreement, and Contractor shall be solely responsible for subcontractors, including, without limitation, payment of any and all charges resulting from any subcontract. The Court's consent to any subcontracting or delegation of Contractor's obligations will take effect only if there is a written agreement with between Contractor and the subcontractor, stating that the Contractor and subcontractor: (i) are jointly and severally liable to the Court for performing the duties in this Agreement; (ii) affirm the rights granted in this Agreement to the Court; (iii) make the representations and warranties made by the Contractor in this Agreement; (iv) appoint the Court an intended third party beneficiary; and (v) shall comply with and be subject to the terms of this Agreement. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.

9.0 Notices. Notices must be sent to the following address and recipient:

If to Contractor:	If to the Court:
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

10.0 Provisions Applicable to Certain Agreements. The provisions in this section are *applicable only to the types of orders specified in the first sentence of each subsection*. If this Agreement is not of the type described in the first sentence of a subsection, then that subsection does not apply to the Agreement.

- 10.1 Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no Court funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no Court funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
- 10.2 Domestic Partners, Spouses, and Gender Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with, PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.
- 10.3 Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 10.4 Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
- 10.5 Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to Court an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the Court to enter into this Agreement pursuant to PCC 2203(c).
- 10.6 Loss Leader Prohibition.** *If this Agreement involves the purchase of goods, this section is applicable.* Contractor shall not sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code.
- 10.7 Recycling.** *If this Agreement provides for the purchase or use of goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), this section is applicable with respect to those goods. Without limiting the foregoing, if this Agreement includes (i) document printing, (ii) parts cleaning, or (iii) janitorial and building maintenance services, this section is applicable.* Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible. Upon request, Contractor shall certify in writing

under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209. With respect to printer or duplication cartridges that comply with the requirements of PCC 12156(e), the certification required by this subdivision shall specify that the cartridges so comply.

- 10.8 Sweatshop Labor.** *If this Agreement provides for the laundering of apparel, garments or corresponding accessories, or for furnishing equipment, materials, or supplies other than for public works, this section is applicable.* Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Court under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor's records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under this section and shall provide the same rights of access to the Court.
- 10.9 Federal Funding Requirements.** *If this Agreement is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made. This Agreement is valid and enforceable only if sufficient funds are made available to the Court by the United State Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement is intended to be paid, this Agreement shall be deemed amended without any further action of the parties to reflect any reduction in funds. The Court may invalidate this Agreement under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement to reflect any reduction in funds.
- 10.10 DVBE Commitment.** *This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement.* Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the Court approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the Court: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.
- 10.11 Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble

damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.

- 10.12 Legal Services.** *If this Agreement is for legal services, this section is applicable.* Contractor shall: (i) adhere to legal cost and billing guidelines designated by the Court; (ii) adhere to litigation plans designated by the Court, if applicable; (iii) adhere to case phasing of activities designated by the Court, if applicable; (iv) submit and adhere to legal budgets as designated by the Court; (v) maintain legal malpractice insurance in an amount not less than the amount designated by the Court; and (vi) submit to legal bill audits and law firm audits if so requested by the Court, whether conducted by employees or designees of the Court or by any legal cost-control provider retained by the Court for that purpose. Contractor may be required to submit to a legal cost and utilization review as determined by the Court. If (a) the Contract Amount is greater than \$50,000, (b) the legal services are not the legal representation of low- or middle-income persons, in either civil, criminal, or administrative matters, and (c) the legal services are to be performed within California, then Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services, or an equivalent amount of financial contributions to qualified legal services projects and support centers, as defined in section 6213 of the Business and Professions Code, during each year of the Agreement equal to the lesser of either (A) thirty (30) multiplied by the number of full time attorneys in the firm's offices in California, with the number of hours prorated on an actual day basis for any period of less than a full year or (B) the number of hours equal to ten percent (10%) of the Contract Amount divided by the average billing rate of the firm. Failure to make a good faith effort may be cause for nonrenewal of this Agreement or another judicial branch or other state contract for legal services, and may be taken into account when determining the award of future contracts with a Judicial Branch Entity for legal services.
- 10.13 Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
- 10.14 Equipment Purchases.** *If this Agreement includes the purchase of equipment, this section is applicable.* The Court may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the Court, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Court at no expense to the Court. If a theft occurs, Contractor must file a police report immediately.
- 10.15 Four-Digit Date Compliance.** *If this Agreement includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the Court. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement.
- 10.16 Janitorial Services or Building Maintenance Services.** *If this Agreement is for janitorial or building maintenance services, this section is applicable.* If this Agreement requires Contractor to perform Services at a new site, Contractor shall retain for sixty (60) days all employees currently employed at that site by any previous contractor that performed the same services at the site. Contractor shall provide upon request information sufficient to identify employees providing janitorial or building maintenance services at each site and to make the necessary notifications required under Labor Code section 1060 et seq.
- 10.17 Small Business Preference Commitment.** *This section is applicable if Contractor received a small business preference in connection with this Agreement.* Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement. Contractor must within sixty (60) days of receiving final payment under this Agreement report to the Court the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not

less than 75 percent (75%) of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement.

11.0 Miscellaneous Provisions.

- 11.1 Independent Contractor.** Contractor is an independent contractor to the Court. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Court. Contractor has no authority to bind or incur any obligation on behalf of the Court. If any governmental entity concludes that Contractor is not an independent contractor, the Court may terminate this Agreement immediately upon Notice.
- 11.2 GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- 11.3 Audit.** Contractor must allow the Court or its designees to review and audit Contractor's (and any subcontractors') documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the Court five percent (5%) or more during the time period subject to audit, Contractor must reimburse the Court in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
- 11.4 Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
- 11.5 Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the Court's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The Court owns all right, title and interest in the Confidential Information. Contractor will notify the Court promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the Court to protect such Confidential Information. Upon the Court's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Court or, if so directed by the Court, destroy all Confidential Information (in every form and medium), and (b) certify to the Court in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor's obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the Court shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
- 11.6 Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the Court ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the Court.
- 11.7 Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the Court.

- 11.8 Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
- 11.9 Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
- 11.10 Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the Court. A waiver of enforcement of any of this Agreement's terms or conditions by the Court is effective only if expressly agreed in writing by a duly authorized officer of the Court. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 11.11 Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
- 11.12 Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
- 11.13 Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
- 11.14 Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word "including" means "including, without limitation." Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
- 11.15 Time of the Essence.** Time is of the essence in Contractor's performance under this Agreement.
- 11.16 Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

DEFINED TERMS

As used in this Agreement, the following terms have the indicated meanings:

“Agreement” is defined on the Coversheet.

“Contractor” is defined on the Coversheet.

“Confidential Information” means: (i) any information related to the business or operations of the Court, including information relating to the Court’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the Court (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the Court’s satisfaction that: (a) Contractor lawfully knew prior to the Court’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

“Consulting Services” refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

“Contract Amount” is defined on the Coversheet.

“Coversheet” refers to the first page of this Agreement.

“Deliverables” is defined in Appendix A.

“Effective Date” is defined on the Coversheet.

“Expiration Date” is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

“Initial Term” is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

“Court” is defined on the Coversheet.

“Judicial Branch Entity” or **“Judicial Branch Entities”** means any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

“Judicial Branch Personnel” means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

“Key Personnel” means the Contractor’s project staff members identified as “Key Personnel” in Appendix A.

“Notice” means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

“Option Term” means a period, if any, through which this Agreement may be or has been extended by the Court.

“PCC” refers to the California Public Contract Code.

“Services” is defined in Appendix A of Contract.

“Stop Work Order” is defined in Appendix B.

“Term” comprises the Initial Term and any Option Terms.

ATTACHMENT 3
PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS

Instructions: Mark the appropriate choice below and sign this attachment.

- ☐ 1. Proposer accepts Attachment 2: JBE Standard Terms and Conditions (“Attachment 2”) without exception.

OR

- ☐ 2. Proposer proposes exceptions or changes to Attachment 2. Proposer must also submit (i) a red-lined version of Attachment 2 that implements all proposed changes, and (ii) a written explanation or rationale for each exception or proposed change.

BY (Authorized Signature)



PRINTED NAME OF PERSON SIGNING

TITLE OF PERSON SIGNING

ATTACHMENT 4
GENERAL CERTIFICATIONS FORM

Check the box below, if agreed, and sign this attachment. Please note that the Court will reject a proposal from a Proposer that does not indicate acceptance of these clauses.


Conflict of Interest. Proposer has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

Suspension or Debarment. Proposer certifies that neither Proposer nor any of Proposer's intended subcontractors is on the California Department of General Services' list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises.

Tax Delinquency. Proposer certifies that it is not on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

Conflict Minerals. Proposer certifies that either (i) it is not a scrutinized company as defined in PCC 10490(b), or (ii) the goods or services the Proposer would provide to the JBE are not related to products or services that are the reason the Proposer must comply with Section 13(p) of the Securities Exchange Act of 1934. (Note: PCC 10490(b) defines a "scrutinized company" as "a person that has been found to be in violation of Section 13(p) of the Securities Exchange Act of 1934 by final judgment or settlement entered in a civil or administrative action brought by the Securities and Exchange Commission and the person has not remedied or cured the violation in a manner accepted by the commission on or before final judgment or settlement.")

☐ Check box to indicate acceptance of the clauses above

<small>BY (Authorized Signature)</small> 
<small>PRINTED NAME OF PERSON SIGNING</small>
<small>TITLE OF PERSON SIGNING</small>

ATTACHMENT 5
DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Court to submit a proposal.

To submit a proposal to the Court, the proposer must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

- ☐ 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

- ☐ 2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Court to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the JBE is included with our proposal.*

OR

- ☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

ATTACHMENT 6
COURT LOCATIONS

Superior Court of California, County of Tulare
Visalia Division
221 South Mooney Boulevard
Visalia, CA 93291

Superior Court of California, County of Tulare
Juvenile Division
11200 Avenue 368
Visalia, CA 93291

Superior Court of California, County of Tulare
Porterville Division
87 East Morton Avenue
Porterville, CA 93257

ATTACHMENT 7 JUROR SUMMONS

SCOPE OF SERVICES

Prospective jurors are summoned weekly. Summonses are mailed approximately five weeks prior to the service date. Approximately 3,000 prospective jurors are summoned each week. The Court currently contracts with Jury Systems Incorporated (JSI) for Juror Software. The Court utilizes the JSI ARM Module for address updates.

Among other items, the summons contains information and instructions about reporting for jury duty, requests to be excused or postponed from jury duty, description of the term of service, parking instructions, a parking placard and a juror identification badge.

The successful proposer will be responsible for the creative design, imaging, production, mailing, and storage of the Jury Summonses package as described below:

1. JURY SUMMONS FORM (Attachment 7A & 7B)
 - A. Single, two-sided sheet
 - B. Document size: 8.5 x 14 inches
 - C. Paper: 24 #OCR
 - D. Ink colors: Face and back, red, tan and black.
 - E. Imaging: Face and back - Xerox duplex imaged, two colors: Black and Dark Blue
 - F. Finished/folded size: 8.5 x 3-7/8 inches, 3 folds
 - G. Perforations: the document will have two (2) full perforations and one (1) partial perforation; partial perforations allow the juror badge to be detached with ease and detach special parking information for the individual to place on the dashboard of their vehicle
2. JURY SUMMONS OUTGOING MAILING ENVELOPE (Attachment 7C)
 - A. Size: 4-1/8 x 9-1/2 inches
 - B. Ink colors: Black
 - C. Window location and size:
 - i. Outgoing window: 4-1/2 x 1-1/8 inches, left side of the envelope; and preprinted return mailing address

3. JURY SUMMONS REPLY ENVELOPE (Attachment 7D)

- A. Size: 8-9/16 x 3-7/8 inches
- B. Ink colors: Black
- C. Window location and size:
 - i. Outgoing window: 1-1/8 x 3-3/4 inches, right side of the envelope
 - ii. Preprinted area for return address
 - iii. Security tint inside of envelope

4. JURY SUMMONS PROCESSING AND MAILING

- A. Court will submit an FTP file once a week to Contractor with the names of prospective jurors
- B. Contractor shall then run the file through the CASS Certify/NCOA process to eliminate invalid addresses.
- C. Contractor shall send file back to Court with the names of the jurors with invalid addresses so they can be excused in JSI System
- D. Contractor shall process the remaining names on the file and put them on the Jury Summons
- E. Contractor shall insert the Jury Summons together with one (1) Jury Summons Reply Envelope into a Jury Summons Outgoing Mailing Envelope so the delivery address is visible through the Outgoing Mailing Envelope window; the Outgoing Mailing Envelope shall then be sealed, given the proper postage and mailed the day after receiving the file

5. JURY SUMMONS FILE LAYOUT (Attachment 7D)

REQUIRED SERVICES TO BE PROVIDED

The vendor must process electronic data provided by the Court weekly for the purpose of producing and mailing Jury Summonses. After Jury Summonses have been produced, the vendor shall mail them.

The mailing process shall take advantage of all available sorting, coding, barcoding and bundling operations permitted by the U.S. Postal Service to reduce the cost of mailing. *However, Jury Summonses shall not be forwarded by the USPS but instead returned to the Jury Commissioner's Office.*

The vendor shall provide the Court with a chart of critical dates to facilitate monitoring of the production and mailing of jury summonses.

The vendor shall provide the Court with documentation confirming the number of Jury Summonses mailed. The vendor shall return electronic data to the Court such as the total number of Jury Summonses, summons not mailed due to being unreadable, and summons that are suppressed due to the recipient being out of the County of Tulare, etc.

The Proposer shall submit a monthly statement to the Court individually for products and services rendered. This statement shall document the number of jury summonses that were successfully produced and mailed. It shall not include any pieces that were destroyed or deemed unfit for mailing.

The Court may have additional printing and mailing needs that are ancillary to the production and mailing of the Jury Summonses. These additional printing and/or mailing requirements will be determined separately as needed.

The Court would consider an alternate summons format that meets all the legal and graphic requirements of a California standardized summons.

BADGE NUMBER:

GROUP NUMBER:

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE
BRING THIS ENTIRE FORM WITH YOU WHEN YOU REPORT

JUROR BADGE

SUMMONS - You are summoned to appear for JURY SERVICE on the date and place indicated in the Jury Service. Instructions box below. Bring this summons with you.
Failure to respond to this summons will subject you to a fine, a jail term, or both.

JURY SERVICE INSTRUCTIONS

 **REQUEST FOR SPECIAL ASSISTANCE:**
Reasonable accommodations may be made for those persons who are disabled under The Americans with Disabilities Act. Please contact the Jury Department at (559) 730-5100 for information.

Reporting information is available on the Tulare Court Website
www.tularesuperiorcourt.ca.gov
(Click "Jury Services" link for reporting or general information)

CALIFORNIA COURTS WEB SITE:
www.courtinfo.ca.gov/jury/

Your name has been drawn for service as a trial juror. The court realizes that jury service may impose a hardship on citizens. However, the right to trial by jury is one of the fundamental American principles guaranteed by the Constitution. It is the duty of every citizen to serve when called upon. Failure to appear may subject you to penalties as prescribed by law.

The Superior Court of California, County of Tulare, maintains a one-day/one trial jury service. Jurors may be placed on telephone stand-by for up to five (5) court days, serve one (1) day on call, serve one (1) day in the Assembly Room, be taken to a courtroom, or impaneled on a jury trial. CRC 851

DATE: LOCATION:

You must call: (559) 733-6631, or 1 (800) 807-7757
after 6:00 pm, on the evening prior to your appearance date. A pre-recorded message will give you further instructions.

To be excused you must call: (559) 730-5100 prior to your summons date. Information faxed to (559) 733-6501 must include your jury badge number.

QUESTIONS? Please call: (559) 730-5100

- Jurors who complete service are not required to serve again for 12 months. If summoned within that period, jurors may volunteer to serve again, if they wish to do so.
- Please dress appropriately. Casual dress is acceptable. Shorts and tank tops are not allowed in courtrooms.
- Upon arrival, please advise the jury clerk if the address or name on your summons is incorrect.
- The jury clerks will complete your verification of attendance at the end of your service.
- Anyone entering the Courthouse is required to pass through a metal detector for security purposes. No weapons, including pocketknives and pepper spray, are allowed in the Courthouse. Please leave these items at home or in your vehicle before reporting to the Assembly Room.

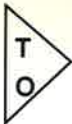
Superior Court of California
County Of Tulare

TULARE VAR 9-12



SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE
JURY COMMISSIONER
ROOM 202, COURTHOUSE
VISALIA, CA 93291

-----**ATENCION**-----
El cuestionario al reverso de esta carta debe ser llenado y regresado para evitar una multa o otra accion legal mas adelante.
**** AUNQUE USTED NO HABLE NI LEA INGLES ****
es muy importante que consiga la ayuda de alguien que pueda leer y escribir en ingles para contestar este cuestionario y regresarlo.
www.tularesuperiorcourt.ca.gov



SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE
JURY COMMISSIONER
ROOM 202, COURTHOUSE
VISALIA, CA 93291

You qualify as a JUROR if you answer YES to all of the following statements. If your answer is no to any of the statements, please follow instructions on the Response Form (below) and mail back immediately.

- Do you qualify?**
- I am a citizen of the United States
 - I am 18 years of age or older
 - I am a resident of Tulare County
 - I have not been convicted of a felony or I have been convicted but my civil rights have been restored
 - I am not a peace officer as defined by Penal Code Section 830.1, 830.2(a) (b) (c) or 830.33(a)
 - I have not served as a grand or trial juror within the last twelve (12) months
 - I am not the subject of a conservatorship (a conservator is appointed by court order)

**DO NOT DETACH
BEFORE YOUR APPEARANCE.
BADGE AND BADGE HOLDER ARE PROPERTY
OF THE SUPERIOR COURT OF CALIFORNIA**

PLEASE RETURN

SUMMONS

You are summoned to appear for **JURY SERVICE** on the date, time, and place indicated on the reverse. **Bring this summons with you.**

One-Day or One-Trial

California has a **one-day or one-trial** term of jury service. This means that a trial juror serves for one day or for the duration of one trial. Statewide, the majority of jurors serve for just one day.

EMPLOYER RETALIATION

State law prohibits discrimination or retaliation against an employee for taking time off to serve as a juror. (*California Labor Code*, section 230[a])



RESPONSE FORM

Please complete the section below, sign and return by mail within 5 days **ONLY** if requesting a POSTPONEMENT, an EXCUSE, or are NOT QUALIFIED. Tear along the perforation and insert this form in the envelope provided. A relative or caretaker may complete this form if you are unable. If the person signing is not the prospective

juror, indicate your relationship next to the signature. **If you are qualified and NOT requesting a postponement or excuse, bring this entire form with you.**

You will be notified **ONLY** if your request is denied

PLEASE COMPLETE THE JUROR INFORMATION, ADDRESS CHANGE (IF APPLICABLE) AND SIGN BELOW BEFORE REPORTING.

JUROR INFORMATION - Complete the following:

Phone: Home (____) _____

Phone: Work: (____) _____

Employer: _____

Occupation: _____

I am a government employee: ☐ Yes ☐ No ☐ This person is deceased.

NAME/ADDRESS CHANGE— Complete the following information **ONLY** if different from the preprinted name and address on this summons.

First Name: _____ Middle: _____

Last: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ ZIP: _____

REQUEST FOR POSTPONEMENT

- A. ☐ I request a postponement of jury service to the following date (may request up to 3 months from summons date): ____/____/____
Must list Contact Phone Number below. MO DAY YEAR
- B. ☐ I am breast-feeding a child and I request a postponement of jury service to the following date (may request up to 1 year): ____/____/____ (California Rules of Court, Rule 859)
MO DAY YEAR Child D.O.B. _____

- H. ☐ I have been convicted of a felony or malfeasance in office and my civil rights have not been restored.
COURT NAME _____ COUNTY _____
- I. ☐ I am now under conservatorship.
COURT NAME _____
- J. ☐ I am a peace officer as defined in Sections 830.1, 830.2(a)(b)(c) or 830.33(a) of the Penal Code. Correctional officers do not fall under these codes.
AGENCY NAME _____ BADGE NUMBER _____

NOT QUALIFIED - I am not qualified to serve as a juror because:

- C. ☐ I am not a citizen of the United States. I am a citizen of: COUNTRY _____ PASSPORT OR ALIEN CARD NUMBER _____
- D. ☐ I am not 18 years of age or older. Date of birth: ____/____/____
MO DAY YEAR
- E. ☐ I am not a resident of this county.
Complete the "ADDRESS CHANGE" above, sign below and return in the enclosed envelope.
- F. ☐ I am not domiciled in the State of California.
Provide photocopy of military order or other document specifying domicile.
- G. ☐ I have fulfilled my service obligation as a Grand Juror or Trial Juror in the past 12 months or I am currently serving or am already scheduled to serve as a Grand Juror or Trial Juror.
COURT NAME _____ SERVICE DATE ____/____/____
MO DAY YEAR

REQUEST TO BE EXCUSED -- I am unable to serve as a juror because:

- K. ☐ I have a physical or mental disability or impairment.
If you are age 70 or over, please describe your disability or impairment:

DATE OF BIRTH ____/____/____
MO DAY YEAR

If you are under age 70, you must enclose a signed, written statement describing your disability or impairment signed by your physician. The statement must also include the physician's medical license number. Turn this page over to find out if a court form is available or required.

I certify under penalty of perjury that the information on this form is true and correct. (Code of Civil Procedure section 2015.5)
If the person signing is not the prospective juror, please indicate your relationship to the prospective juror next to your signature.

Signature: _____ City/State: _____

MO / DAY / YEAR Contact Phone Number: (____) _____

TULARE VAR 4-08

BADGE NUMBER: 002246277

GROUP NUMBER: 1053



SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE
BRING THIS ENTIRE FORM WITH YOU WHEN YOU REPORT

JUROR BADGE

You qualify as a JUROR if you answer YES to all of the following statements
If your answer is no to any of the statements, Please follow instructions on the
Response Form (Reverse side). and mail back immediately.

Do you qualify?

- I am a citizen of the United States
- I am 18 years of age or older
- I am a resident of Tulare County
- I have not been convicted of a felony or I have been convicted but my civil rights have been restored
- I am not a peace officer as defined by Penal Code Section 830.1, 830.2(a) (b) (c) or 830.33(a)
- I have not served as a grand or trial juror within the last twelve (12) months
- I am not the subject of a conservatorship (a conservator is appointed by court order)

SUMMONS - You are summoned to appear for JURY SERVICE on the date, time, and place indicated in the Jury Service Instructions box below. Bring this summons with you.

Failure to respond to this summons will subject you to a fine, a jail term, or both.

REQUEST FOR SPECIAL ASSISTANCE:
Reasonable accommodations may be made for those persons who are disabled under The Americans with Disabilities Act. Please contact the Jury Department at (559) 730-5100 for information.

Reporting information is available on
the Tulare Court Website
www.tularesuperiorcourt.ca.gov
(Click "Jury Services" link for
reporting or general information)



002246277

CALIFORNIA COURTS WEB SITE:
www.courtinfo.ca.gov/jury/

Helpful Juror Information:
<http://courts.ca.gov/jurybasics.htm>

JURY SERVICE INSTRUCTIONS

Your name has been drawn for service as a trial juror. The court realizes that jury service may impose a hardship on citizens. However, the right to trial by jury is one of the fundamental American principles guaranteed by the Constitution. It is the duty of every citizen to serve when called upon. Failure to appear may subject you to penalties as prescribed by law.

The Superior Court of California, County of Tulare, maintains a one-day/one trial jury service. Jurors may be placed on telephone stand-by for up to five (5) court days, serve one (1) day on call, serve one (1) day in the Assembly Room, be taken to a courtroom, or impaneled on a jury trial. CRC 851

DATE: 04/25/2017

LOCATION: 221 S Mooney Blvd Rm 202
VISALIA CA

You must call: (559) 733-6358 (559) 733-6631, or 1 (800) 807-7757
after 6:00 pm, on the evening prior to your appearance date. A pre-recorded message will give you further instructions.

To be excused you must call: (559) 730-5100 prior to your summons date. Information faxed to (559) 733-6501 must include your jury badge number.

QUESTIONS? Please call: (559) 730-5100

- Jurors who complete service are not required to serve again for 12 months. If summoned within that period, jurors may volunteer to serve again, if they wish to do so.
- Please dress appropriately. Casual dress is acceptable. Shorts and tank tops are not allowed in courtrooms.
- Upon arrival, please advise the jury clerk if the address or name on your summons is incorrect.
- The jury clerks will complete your verification of attendance at the end of your service.
- Anyone entering the Courthouse is required to pass through a metal detector for security purposes. No weapons, including pocketknives and pepper spray, are allowed in the Courthouse. Please leave these items at home or in your vehicle before reporting to the Assembly Room.

TULARE VAR 9-12

Superior Court of California
County Of Tulare

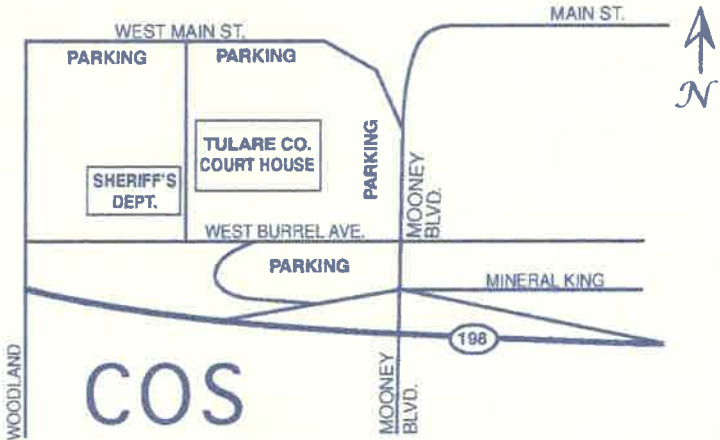
COURT LOCATION

From Hwy 198 Eastbound:

Take the MOONEY BLVD. exit.
Turn LEFT onto BURREL AVE.
The courthouse is on the right. See
the map to the right for available parking

From Hwy 198 Westbound:

Take the MOONEY BLVD. exit.
Merge onto MINERAL KING AVE.
Turn RIGHT onto MOONEY BLVD.
Turn LEFT onto BURREL AVE.
The courthouse is on the right. See
the map to the right for available parking



SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE
JURY COMMISSIONER
ROOM 202, COURTHOUSE
VISALIA, CA 93291



EXETER CA 93221
JURY COMMISSIONER
ROOM 202, COURTHOUSE
VISALIA, CA 93291
002246277



El cuestionario al reverso de esta carta debe ser llenado y re-
greado para evitar una multa o otra accion legal mas adelante.
AUNQUE USTED NO HABLE NI LEA INGLES
es muy importante que consiga la ayuda de alguien que pueda leer
y escribir en ingles para contestar este cuestionario y regresarlo.
www.tularesuperiorcourt.ca.gov

SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE
JURY COMMISSIONER
ROOM 202, COURTHOUSE
VISALIA, CA 93291





002246277

PARKING PERMIT

Date: 04/25/2017

Place only THIS section on the dash of your car

DO NOT DETACH
BEFORE YOUR APPEARANCE.
BADGE AND BADGE HOLDER ARE PROPERTY
OF THE SUPERIOR COURT OF CALIFORNIA

PLEASE RETURN

SUMMONS

You are summoned to appear for **JURY SERVICE** on the date, time, and place indicated on the reverse. **Bring this summons with you.**

One-Day or One-Trial

California has a **one-day or one-trial** term of jury service. This means that a trial juror serves for one day or for the duration of one trial. Statewide, the majority of jurors serve for just one day.

EMPLOYER RETALIATION

State law prohibits discrimination or retaliation against an employee for taking time off to serve as a juror. (*California Labor Code*, section 230[a])



RESPONSE FORM

Please complete the section below, sign and return by mail within 5 days **ONLY** if requesting a **POSTPONEMENT**, an **EXCUSE**, or are **NOT QUALIFIED**. Tear along the perforation and insert this form in the envelope provided. A relative or caretaker may complete this form if you are unable. If the person signing is not the prospective

juror, indicate your relationship next to the signature. If you are qualified and **NOT** requesting a postponement or excuse, bring this entire form with you.

You will be notified **ONLY** if your request is denied

PLEASE COMPLETE THE JUROR INFORMATION, ADDRESS CHANGE (IF APPLICABLE) AND SIGN BELOW BEFORE REPORTING.

JUROR INFORMATION - Complete the following:

Phone: Home ()

Phone: Work: ()

Employer:

Occupation:

I am a government employee: ☐ Yes ☐ No ☐ This person is deceased.

NAME/ADDRESS CHANGE-- Complete the following information **ONLY** if different from the preprinted name and address on this summons.

First Name: Middle:

Last:

Address 1:

Address 2:

City: State: ZIP:

REQUEST FOR POSTPONEMENT

A. ☐ I request a postponement of jury service to the following date (may request up to 3 months from summons date): / /
Must list Contact Phone Number below.

B. ☐ I am breast-feeding a child and I request a postponement of jury service to the following date (may request up to 1 year): / / (California Rules of Court, Rule 859)
MO DAY YEAR Child D.O.B. / /

NOT QUALIFIED - I am not qualified to serve as a juror because:

C. ☐ I am not a citizen of the United States. I am a citizen of: COUNTRY PASSPORT OR ALIEN CARD NUMBER

D. ☐ I am not 18 years of age or older. Date of birth: / /
MO DAY YEAR

E. ☐ I am not a resident of this county.
Complete the "ADDRESS CHANGE" above, sign below and return in the enclosed envelope.

F. ☐ I am not domiciled in the State of California.
Provide photocopy of military order or other document specifying domicile.

G. ☐ I have fulfilled my service obligation as a Grand Juror or Trial Juror in the past 12 months or I am currently serving or am already scheduled to serve as a Grand Juror or Trial Juror.
COURT NAME SERVICE DATE / /
MO DAY YEAR

H. ☐ I have been convicted of a felony or malfeasance in office and my civil rights have not been restored.
COURT NAME COUNTY

I. ☐ I am now under conservatorship.
COURT NAME

J. ☐ I am a peace officer as defined in Sections 830.1, 830.2(a)(b)(c) or 830.33(a) of the Penal Code. Correctional officers do not fall under these codes.
AGENCY NAME BADGE NUMBER

REQUEST TO BE EXCUSED -- I am unable to serve as a juror because:

K. ☐ I have a physical or mental disability or impairment.
If you are age 70 or over, please describe your disability or impairment:

DATE OF BIRTH / /
MO DAY YEAR

If you are under age 70, you must enclose a signed, written statement describing your disability or impairment signed by your physician. The statement must also include the physician's medical license number. Turn this page over to find out if a court form is available or required.

I certify under penalty of perjury that the information on this form is true and correct. (Code of Civil Procedure section 2015.5)

If the person signing is not the prospective juror, please indicate your relationship to the prospective juror next to your signature.

Signature: City/State:

Contact Phone Number: () / /



M:

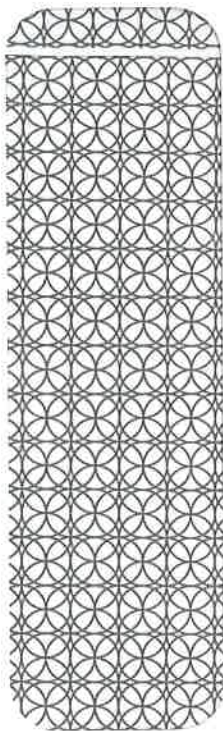
☐ CHECK BOX IF ADDRESS HAS CHANGED.

Attachment 7C

Reply Envelope

The yellow stripe is being removed from the envelope going forward.

PLACE
STAMP
HERE



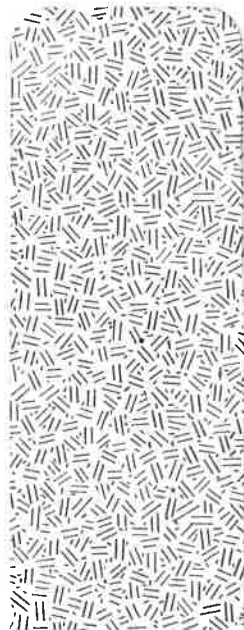
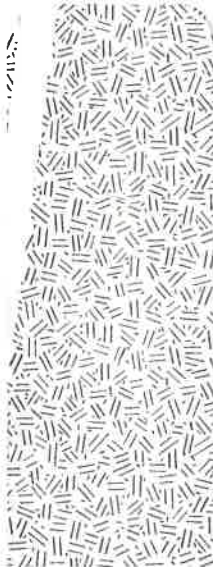
First Class Mail

PRESORTED
FIRST-CLASS MAIL
US POSTAGE
PAID
MAIL DEPT
85085

Attachment 7C

Outgoing
Envelope

**OFFICIAL DOCUMENTS
ENCLOSED**



NSN



Jury File Sample.txt
 Joe Jane Michele 3004 Avenue 150
 Corcoran CA 93212
 0022627863311114358171034VISALI20170614VISALI 19700620046RXX000XXXXXX00VISAL
 VISALICentral-Visalia Div/Superior Court County Civic Center
 221 S Mooney Blvd Rm 202 VISALIA CA 93291 5597336561
 Monday Friday 8:00 a.m. 5:00 p.m.
 Reporting Regular Reporting VISALIRoom 202 County Civic Center
 9:00 AM 5597336561 221 South Mooney
 Blvd Civic Center Room 202

*

**ATTACHMENT 8
TRAFFIC COURTESY NOTICE
AND OTHER FORMS**

SCOPE OF SERVICES

1. TRAFFIC COURTESY NOTICES (Attachment 8A)
 - a. Document size: 8.5 x 11 inches
 - b. Ink colors: Face and back, blue and black
 - c. Finished/folded size: 8.5 x 3-7/8 inches, 2 folds
 - d. Imaging form number:
 - i. 941960 – Courtesy Notice – Double Sided
 - ii. 941961 – Courtesy Notice MA PTR – Single Sided
 - iii. 941962 – Courtesy Notice Juvenile MA PTR – Single Sided
 - iv. 941963 – Courtesy Notice Juvenile – Double Sided
 - v. 941965 – Courtesy Notice MA VTR – Single Sided
 - vi. 941966 – Courtesy Notice Juvenile MA VTR – Single Sided
2. TRAFFIC COURTESY NOTICES OUTGOING MAILING ENVELOPE (Attachment 8B)
 - a. Size: 3-15/16 x 8-7/8 inches
 - b. Ink colors: Black
 - c. Window location and size:
 - i. Outgoing window: 1 1/8 x 4-1/2 inches, left side of envelope
 - d. Return preprinted address in upper left hand corner
3. TRAFFIC COURTESY NOTICES REPLY ENVELOPE (Attachment 8B)
 - a. Size: 3-13/16 inches x 6-3/4
 - b. Ink colors: Black
 - c. Preprinted return mailing address
4. TRAFFIC COURTESY NOTICES DATA PROCESSING AND MAILING

- a. Each of the Court's four divisions will submit FTP files in a CSV file format, to Contractor on a weekly basis and at different intervals.
- b. Contractor shall then run the files through the CASS Certified/NCOA process.
- c. Contractor shall send file back to Court with the names of the traffic violators with valid and invalid addresses. Court staff will print and mail courtesy notices with invalid addresses.
- d. Contractor shall process the names of the traffic violators with valid addresses and put them on the Traffic Courtesy Notices.
- e. Contractor shall insert the Traffic Courtesy Notice together with one Reply Envelope into a Traffic Courtesy Notice Outgoing Mailing Envelope so the delivery address is visible through the Outgoing Mailing Envelope window; the Outgoing Mailing Envelope shall then be sealed, given the proper postage and mailed the day after receiving the file.

2.0 WARRANT PAPER (Attachment 8D)

- a. Size: 8.5 Inches by 11 inches
- b. NCR Matrix 3-part: **White, Green, Pink**
- c. See attachment 8D for a sample of the pre-printing on the document. This printing is on the inside of NCR Paper so the only print visible is on the pink sheet

3.0 MINUTE ORDER PAPER

- a. Size: 8.5 Inches by 11 inches
- b. NCR Matrix 5-part: **White, Green, Pink, Yellow and Goldenrod**
- c. There is no pre - printing required on these forms

The Court will have additional printing and mailing needs that are ancillary to the production and mailing of the Traffic Courtesy Notices. The additional forms are the statements and late notices that were mentioned in the background section. The Court is working with its case management system vendor Journal Technologies, INC. to put the forms into a file layout so they can be sent to a vendor. The Court anticipates this will be complete in early 2018. The additional printing and/or mailing requirements will be determined separately at that time and added to the contract.

ATTACHMENT 9 COST PROPOSAL
Annual and Weekly Form Count

Line #	Form #	Form Name	Deliver to Location	Sides	Size	Color	January	February	March	April	Estimated Monthly Usage	Annual Estimate
		Courtesy Notice Monthly Totals for form number 941960-941966					2750	3600	3410	2200	2,990	35880
1	941960	Courtesy Notice	N/A	Double	Letter	White						
2	941961	Courtesy Notice Mandatory Appearance Porterville	N/A	Single	Letter	White						
3	941962	Courtesy Notice Juvenile Mandatory Appearance Porterville	N/A	Single	Letter	White						
4	941963	Courtesy Notice Juvenile	N/A	Double	Letter	White						
5	941964	Courtesy Notice - Criminal	N/A	Single	Letter	White						
6	941965	Courtesy Notice - Mandatory Appearance Visalia	N/A	Single	Letter	White						
7	941966	Courtesy Notice - Juvenile Mandatory Appearance Visalia	N/A	Single	Letter	White						
8		Jury Summons	N/A	Double	Legal	Multi	11181	13850	14010	11029	12,518	150210
9		Warrant Paper Number of Cases	Visalia / Porterville	3-Part NCR	Letter	Multi					2.5 Cases	30
10		Minute Order Paper Number of Cases	Visalia / Porterville	5-Part NCR	Letter	Multi					60 Cases	720

Courtesy Notices 941960-941966 Weekly	
12/29 & 01/05	698
01/09 & 01/12	778
01/18 & 01/19	720
01/23 & 01/25	554
01/27 & 02/03	1153
02/09/17	285
02/14 & 02/17	1115
02/21 & 02/27	1047
03/03/17	578
03/07 & 03/09	336
03/10 & 03/20	1612
03/27 & 03/29	884
04/07/17	773
04/13/17	393
04/18/17	330
04/24/17	704

Jury Summons Weekly	
12/30/16	3110
01/09/17	3378
01/13/17	3015
01/20/17	2304
01/27/17	2484
02/03/17	3210
02/10/17	3961
02/17/17	3324
02/24/17	3355
03/03/17	2614
03/10/17	3145
03/17/17	3010
03/24/17	2810
03/30/17	2431
04/07/17	3030
04/14/17	2805
04/21/17	2923
04/28/17	2500
04/28/17	2801

ATTACHMENT 9 COST PROPOSAL

Annual and Weekly Form Count

Line #	Form #	Form Name	Deliver to Location	Sides	Size	Color	January	February	March	April	Estimated Monthly Usage	Annual Estimate
		Courtesy Notice Monthly Totals for form number 941960-941966					2,750	3,600	3,410	2,200	2,990	35,880
1	941960	Courtesy Notice	N/A	Double	Letter	White						
2	941961	Courtesy Notice Mandatory Appearance Porterville	N/A	Single	Letter	White						
3	941962	Courtesy Notice Juvenile Mandatory Appearance Porterville	N/A	Single	Letter	White						
4	941963	Courtesy Notice Juvenile	N/A	Double	Letter	White						
5	941964	Courtesy Notice - Criminal	N/A	Single	Letter	White						
6	941965	Courtesy Notice - Mandatory Appearance Visalia	N/A	Single	Letter	White						
7	941966	Courtesy Notice - Juvenile Mandatory Appearance Visalia	N/A	Single	Letter	White						
8		Jury Summons	N/A	Double	Legal	Multi	11,181	13,850	14,010	11,029	12,518	150,210
9		Warrant Paper Number of Cases	Visalia / Porterville	3-Part NCR	Letter	Multi					2.5 Cases	30
10		Minute Order Paper Number of Cases	Visalia / Porterville	5-Part NCR	Letter	Multi					60 Cases	720

Courtesy Notices 941960-941966 Weekly	
12/29 & 01/05	698
01/09 & 01/12	778
01/18 & 01/19	720
01/23 & 01/25	554
01/27 & 02/03	1153
02/09/17	285
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02/21 & 02/27	1047
03/03/17	578
03/07 & 03/09	336
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04/07/17	773
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12/30/16	3110
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01/27/17	2484
02/03/17	3210
02/10/17	3961
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02/24/17	3355
03/03/17	2614
03/10/17	3145
03/17/17	3010
03/24/17	2810
03/30/17	2431
04/07/17	3030
04/14/17	2805
04/21/17	2923
04/28/17	2500
04/28/17	2801